

City of Charleston

JOSEPH P. RILEY, JR.
Mayor

South Carolina
Department of Public Service

LAURA S. CABINESS, P.E.
Director

PUBLIC WORKS AND UTILITIES COMMITTEE AGENDA

There will be a meeting of the Public Works and Utilities Committee on Monday, February 23, 2015 to begin at 4:00 p.m. in 1st Floor Conference Room at 80 Broad Street. The following items will be heard:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

February 9, 2015

C. Request to Set a Public Hearing

None

D. Acceptance and Dedication of Rights-of-Way and Easements

1. **The Pointe at Stono Shores** – Acceptance and dedication of Stono Shores Point (right-of-way varies).
 - a. Plat
 - b. Exclusive Storm Water Drainage Easement
 - c. Title to Real Estate
2. **Egrets Pointe** – Acceptance and dedication of Lakefront Drive (50-foot right-of-way), Crab Walk (50-foot right-of-way), Old Battery Circle (50-foot right-of-way), and Fiddle Way (50-foot right-of-way).
 - a. Plat
 - b. Exclusive Storm Water Drainage Easements (Nine)
 - c. Title to Real Estate
 - d. Mortgage Affidavit
3. **Magnolia Office Park** – Acceptance of Exclusive Access Easement and Exclusive Stormwater Easements (16-feet wide).
 - a. Exclusive Access Easement
 - b. Exclusive Storm Water Drainage Easements (Nine)

Requests for Permanent Encroachments

1. **404 King Street** – Permanent encroachment request to install three steel/metal panel cantilevered canopies encroaching into right-of-way.

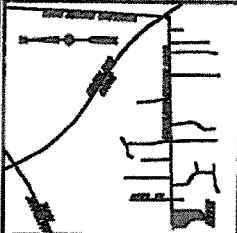
E. Temporary Encroachments Approved By The Department of Public Service (For information only)

1. **443 Island Park Drive** – installing salt wash driveway and sidewalk and irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 2/11, 2015.**
2. **664 Goodlet Circle** – installing 6-foot wooden fence encroaching into drainage easement. This encroachment is temporary. **Approved 2/11, 2015.**

F. Miscellaneous or Other New Business

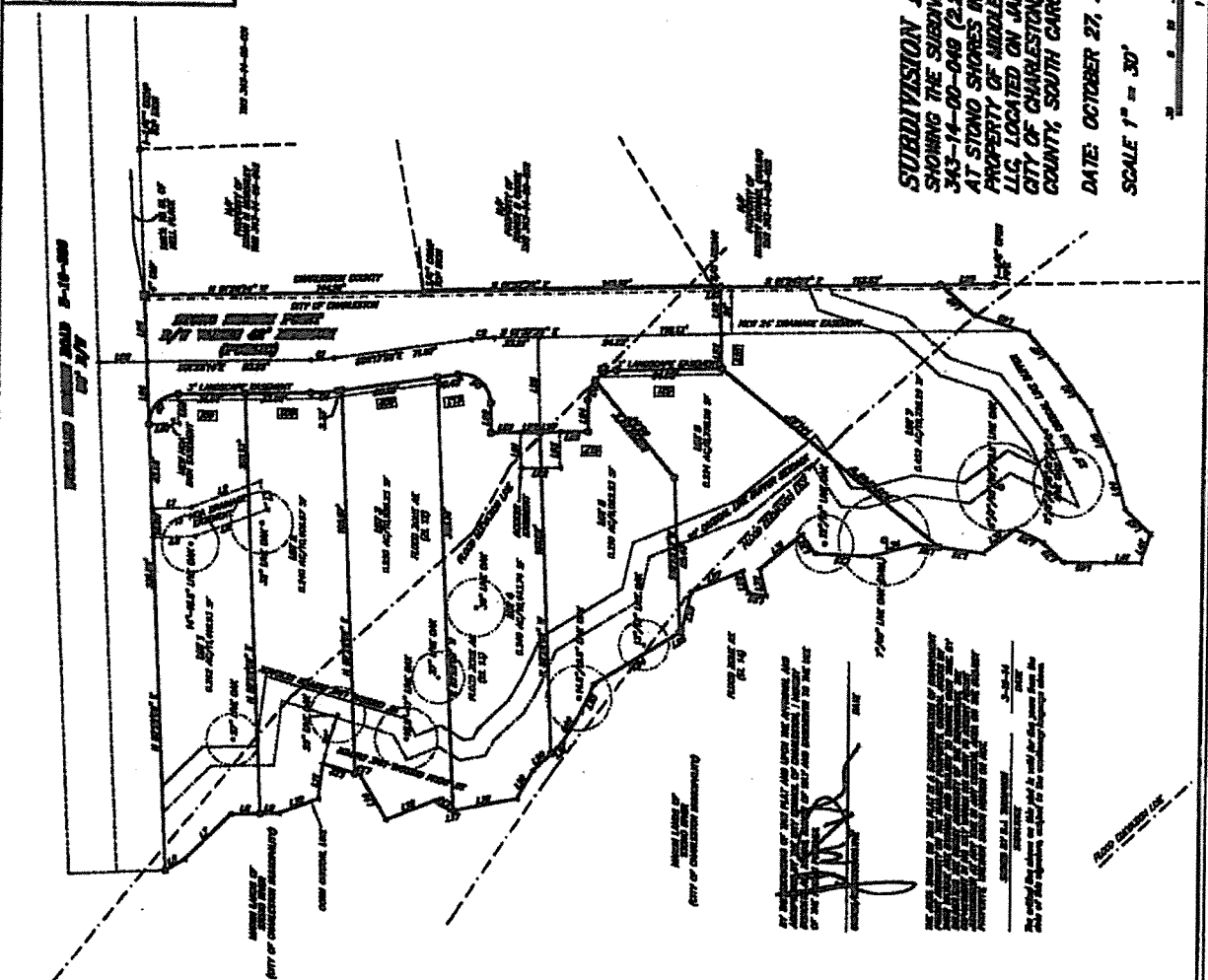
None

Councilmember Perry K. Waring
Chairperson



SUBDIVISION PLAT
SHOWING THE SUBDIVISION OF THIS
343-14-00-049 (2.830 AC.) THE PONTE
AT STONO SHORES INTO LOTS 1 THRU 7
PROPERTY OF MIDDLE STREET RESIDENTIAL,
LLC, LOCATED ON JAMES ISLAND, IN THE
CITY OF CHARLESTON, CHARLESTON
COUNTY, SOUTH CAROLINA

DATE: OCTOBER 27, 2014
SCALE 1" = 30'



PLANNING AND ZONING BOARD

Table with 2 columns: Lot Number, Area (Acres)



- 1. THE PLAT OF THIS SUBDIVISION IS IN ACCORDANCE WITH THE SUBDIVISION ACT, CHAPTER 39, OF THE PUBLIC LAWS OF THE STATE OF SOUTH CAROLINA, AS AMENDED.
- 2. THE PLAT OF THIS SUBDIVISION IS IN ACCORDANCE WITH THE SUBDIVISION ACT, CHAPTER 39, OF THE PUBLIC LAWS OF THE STATE OF SOUTH CAROLINA, AS AMENDED.
- 3. THE PLAT OF THIS SUBDIVISION IS IN ACCORDANCE WITH THE SUBDIVISION ACT, CHAPTER 39, OF THE PUBLIC LAWS OF THE STATE OF SOUTH CAROLINA, AS AMENDED.
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- 5. THE PLAT OF THIS SUBDIVISION IS IN ACCORDANCE WITH THE SUBDIVISION ACT, CHAPTER 39, OF THE PUBLIC LAWS OF THE STATE OF SOUTH CAROLINA, AS AMENDED.
- 6. THE PLAT OF THIS SUBDIVISION IS IN ACCORDANCE WITH THE SUBDIVISION ACT, CHAPTER 39, OF THE PUBLIC LAWS OF THE STATE OF SOUTH CAROLINA, AS AMENDED.
- 7. THE PLAT OF THIS SUBDIVISION IS IN ACCORDANCE WITH THE SUBDIVISION ACT, CHAPTER 39, OF THE PUBLIC LAWS OF THE STATE OF SOUTH CAROLINA, AS AMENDED.
- 8. THE PLAT OF THIS SUBDIVISION IS IN ACCORDANCE WITH THE SUBDIVISION ACT, CHAPTER 39, OF THE PUBLIC LAWS OF THE STATE OF SOUTH CAROLINA, AS AMENDED.
- 9. THE PLAT OF THIS SUBDIVISION IS IN ACCORDANCE WITH THE SUBDIVISION ACT, CHAPTER 39, OF THE PUBLIC LAWS OF THE STATE OF SOUTH CAROLINA, AS AMENDED.
- 10. THE PLAT OF THIS SUBDIVISION IS IN ACCORDANCE WITH THE SUBDIVISION ACT, CHAPTER 39, OF THE PUBLIC LAWS OF THE STATE OF SOUTH CAROLINA, AS AMENDED.

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Professional Engineer Seal and Signature Block

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
CITY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that MSR-EB Waterfront Venture, LLC ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All the of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, located in City of Charleston

as shown and designated on a plat entitled Subdivision Plat showing the subdivision of TMS 343-14-00-049 (2.230 A.C.), The Pointe at Stono Shores into Lots 1 thru 7, Property of MSR-EB Waterfront Venture, LLC, Located on James Island, In the City of Charleston, Charleston County, South Carolina

prepared by Parker Land Surveying, dated Oct 27, 2014, revised _____, and recorded in Plat Book _____ at Page _____ in the RMC Office for CHARLESTON County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Williams Family Living Trust dated May 22, 2014 and recorded May 30, 2014 in Book 0407 at Page 990 in the RMC Office for CHARLESTON County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
75 Calhoun Street
Third Floor
Charleston, South Carolina 29401

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 29 day of January 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Adam M
Witness Number One

Adam Monroe
Printed Name

Andrea Davis
Witness Number Two

Andrea Daniels
Printed Name

Grantor
Jack Daniels
Printed Name

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named Jack Daniels _____, by its duly authorized officer MSR-EB Waterfront Venture, LLC _____, sign, seal and as its act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

Adam M

SWORN to before me this 29th day of January, 2015

Adam M
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 7/31/24

STATE OF SOUTH CAROLINA)

COUNTY OF Charleston) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

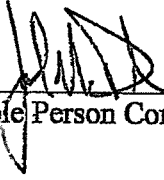
1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by MSR-EB Waterfront Venture, LLC
to City of Charleston on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): Except #2: Trans to Municipality (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

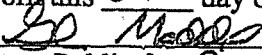
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as _____.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Responsible Person Connected with the Transaction

Jack Daniels

Print or Type Name Here

Sworn this 29th day of January 2015



Notary Public for South Carolina
My Commission Expires: 7/31, 2024

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 24 -Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.


TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

OWNER


Witness #1

Name: 


Witness #2

Date: 1/20/15

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura S. Cabiness

Its: Director of Public Service

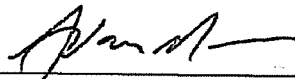
Witness #2

Date:

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

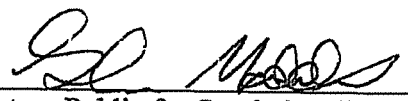
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Jack Daniels sign, on behalf of MSR-EB Waterfront Venture, LLC, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.



Signature of Witness

SWORN to before me this
29th day of January, 2015.

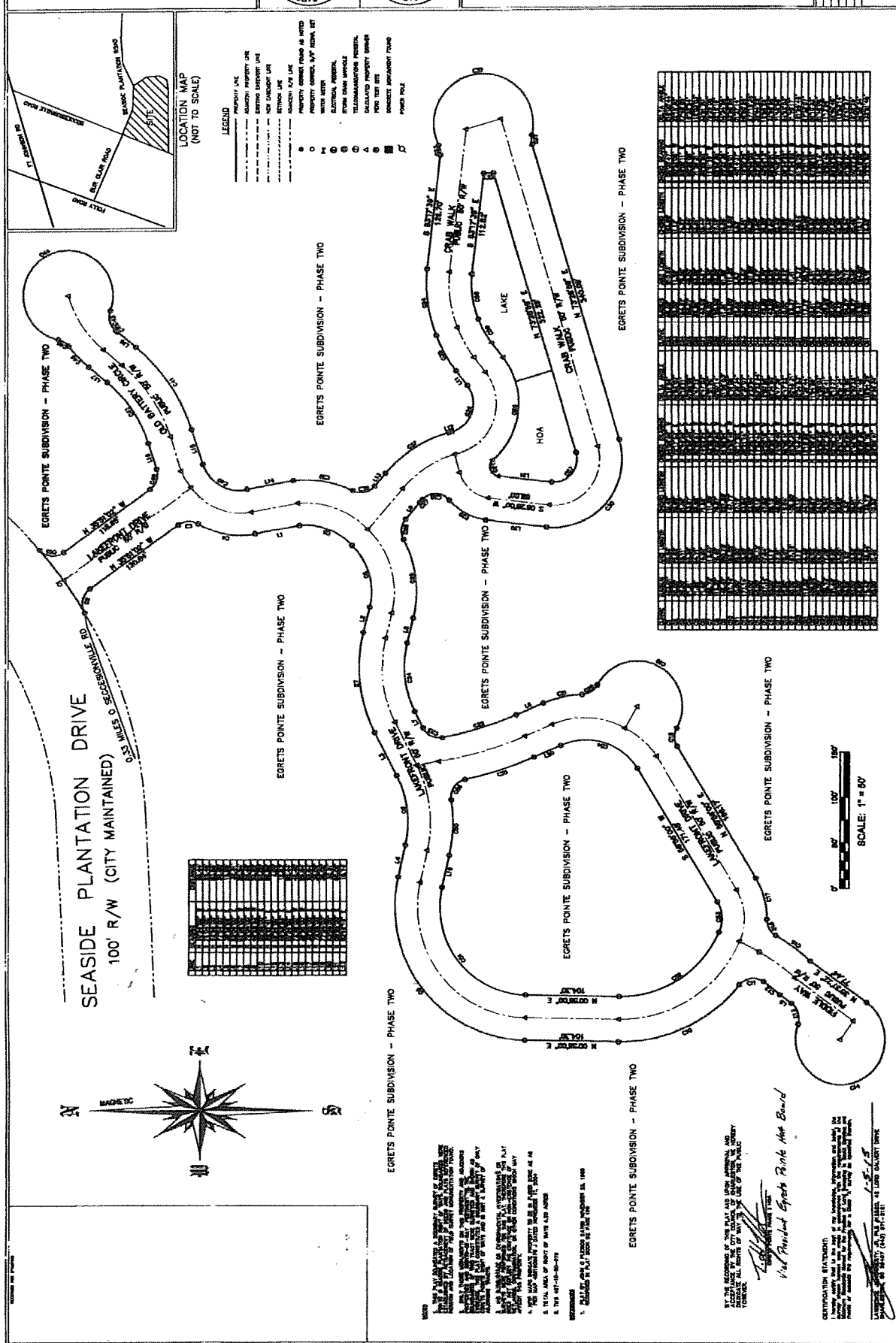


Notary Public for South Carolina
My Commission Expires: 7/31/24

PROBATE

Signature of Witness

Notary Public for South Carolina
My Commission Expires: _____



**STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)**

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENT
CITY OF CHARLESTON**

This Agreement is made and entered into this 9 day of May 2014, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and

John W. Maker, IV (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of _____*_____ designated by _____ Charleston _____ County tax map number 427-10-00-043 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE 8-FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT CONTAINING _____ ACRE(S) OR 729.2 SQ. FT.** more fully shown on a plat entitled

"Plat showing an existing 16' & 30' private drainage easement on lots 25 & 26 Egret's Pointe Subdivision Phase II to be dedicated to the City of Charleston, located on James Island, the City of Charleston, Charleston County, South Carolina"

*- 1173 Crab Walk

**** - Richard A. Aldridge**

prepared by Parker Land Surveying, LLC, dated June 18, 2013,
executed by **, on _____, and recorded in Plat Book _____ at
page _____ in the R. M. C. Office for Charleston County, South Carolina (herein the
"Plat"). A copy of said plat is attached heretofore and incorporated herein.


SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

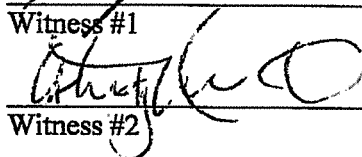
The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive _____ 8-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive _____ 8-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

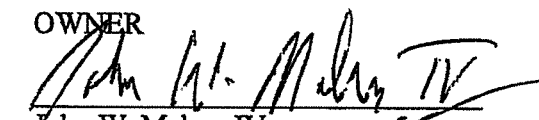
TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.



Witness #1


Witness #2

OWNER


John W. Maker, IV
Date: 22 Mar 14

WITNESSES:

Witness #1

Witness #2

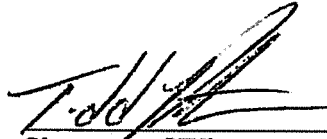
CITY OF CHARLESTON

By: _____
Its: _____
Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

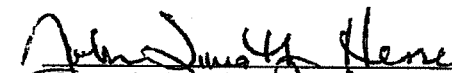
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named John W. Maker IV sign, on behalf of John W. Maker IV the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.



Signature of Witness

SWORN to before me this 22
day of March, 2014


Notary Public for South Carolina
My commission expires Nov. 9, 2020

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of the City of Charleston, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this _____
day of _____, 20____

Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF CHARLESTON)
)
)
)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENT
CITY OF CHARLESTON**

This Agreement is made and entered into this 9 day of May 2014, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and
Brandon S. Gerber (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of _____*_____ designated by Charleston County tax map number 427-10-00-044 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE _____ 8-FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT CONTAINING _____ ACRE(S) OR 729.2 SQ. FT.** more fully shown on a plat entitled "Plat showing an existing 16' & 30' private drainage easement on lots 25 & 26 Egret's Pointe Subdivision Phase II to be dedicated to the City of Charleston, located on James Island, the City of Charleston, Charleston County, South Carolina

*- 1171 Crab Walk
**- Richard A. Aldridge

prepared by Parker Land Surveying, LLC, dated June 18, 2013,
executed by **, on _____, and recorded in Plat Book _____ at
page _____ in the R. M. C. Office for Charleston County, South Carolina (herein the
"Plat"). A copy of said plat is attached heretofore and incorporated herein.


SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

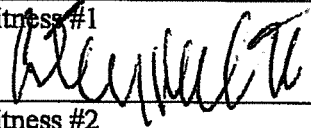
The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive _____ 8-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive _____-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

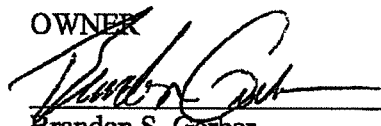
TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.



Witness #1


Witness #2

OWNER


Brandon S. Gerber
Date: 03/01/2014

WITNESSES:

CITY OF CHARLESTON

Witness #1

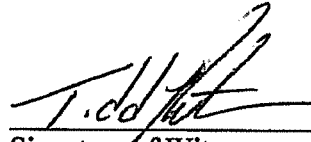
Witness #2

By: _____
Its: _____
Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

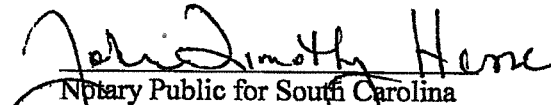
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named BRANDON GERBER sign, on behalf of BRANDON GERBER, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.



Signature of Witness

SWORN to before me this 1ST
day of March, 2014


Notary Public for South Carolina
My commission expires: Nov. 9, 2020

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of the City of Charleston, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this _____
day of _____, 20____

Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENT
CITY OF CHARLESTON

This Agreement is made and entered into this 9 day of May 2014, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and
J. Timothy Hesse and Cynthia R. Hesse (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of _____*_____ designated by Charleston County tax map number 427-10-00-070 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE 16/30-FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT CONTAINING _____ ACRE(S) OR 740 SQ. FT.** more fully shown on a plat entitled "Plat showing an existing 16' & 30' private drainage easement on lots 47, 48 & 76 Egret's Pointe Subdivision Phase II to be dedicated to the City of Charleston, located on James Island, the City of Charleston, Charleston County, South Carolina"

*- 1288 Lakefront Drive
**- Richard A. Aldridge

prepared by Parker Land Surveying, LLC, dated May 21, 2013,
executed by **, on _____, and recorded in Plat Book _____ at
page _____ in the R. M. C. Office for Charleston County, South Carolina (herein the
"Plat"). A copy of said plat is attached heretofore and incorporated herein.

SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive _____ 8-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive _____ 8-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

Brittany [Signature]
Witness #1

Todd [Signature]
Witness #2

Kandra C. Peter
Witness #1

Todd [Signature]
Witness #2

WITNESSES:

Witness #1

Witness #2

OWNER

J. Timothy Hesse
J. Timothy Hesse

Date: 4/1/14

Cynthia R. Hesse
Cynthia R. Hesse

Date: 4-1-14

CITY OF CHARLESTON

By: _____

Its: _____

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Jonathan Hess / Captain R. Hess, on behalf of J. Timothy Hess / Captain R. Hess the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

T. del [Signature]
Signature of Witness

SWORN to before me this 1st
day of April, 2014

Dolara K. Schenthal
Notary Public for South Carolina
My commission expires: 9-25-2017
843-729-7051

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of the City of Charleston, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this _____
day of _____, 20____

Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENT
CITY OF CHARLESTON**

This Agreement is made and entered into this 9 day of May 2014, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and

Richard W. Polak and Greg Polak (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of _____*_____ designated by Charleston County tax map number 427-10-00-021 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE 8-FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT CONTAINING ACRE(S) OR SQ. FT.** more fully shown on a plat entitled

"Plat showing an existing 16' & 30' drainage easement on lots 47, 48 & 76 Egret's Pointe Subdivision Phase II to be dedicated to the City of Charleston, located on James Island, the City of Charleston, Charleston County, South Carolina

*- 1281 Lakefront Drive

***-465.84

***- Richard A. Aldridge

prepared by Parker Land Surveying, LLC, dated May 21, 2013,
executed by ***, on _____, and recorded in Plat Book ____ at
page ____ in the R. M. C. Office for Charleston County, South Carolina (herein the
"Plat"). A copy of said plat is attached heretofore and incorporated herein.

SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive _____ 8-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive _____ 8-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

Paula Schutz

Witness #1

Mail Boggs

Witness #2

[Signature]

Witness #1

Carla C. Peter

Witness #2

OWNER

[Signature]
Richard W. Polak

Date: 4/23/14

[Signature]
Greg Polak

Date: 5/7/14

WITNESSES:

Witness #1

Witness #2

CITY OF CHARLESTON

By: _____
Its: _____
Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Greg Polak sign, on behalf of Richard Polak, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Paula Schult
Signature of Witness

SWORN to before me this 24TH
day of APRIL, 2014

Elliott D. Glansberg
Notary Public for South Carolina
My commission expires: 5/31/18

Elliott D. Glansberg
Notary Public
State of NY County of Saratoga
#01GL4824154
Commission Expires: 5/31/18

John Timothy Kern
Notary Public
My Commission expires
Nov. 9, 2020

T. dd
Signature of Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of the City of Charleston, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this _____
day of _____, 20____

Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF CHARLESTON)
)
)
)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENT
CITY OF CHARLESTON**

This Agreement is made and entered into this 9 day of May 2014, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and

John K. Godwin and Julie A. Godwin (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of _____*_____ designated by Charleston County tax map number 427-10-00-022 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE 8-FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT CONTAINING ACRE(S) OR ** SQ. FT.** more fully shown on a plat entitled

"Plat showing an existing 16' & 30' private drainage easement on lots 47, 48 & 76 Egret's Pointe Subdivision Phase II to be dedicated to the City of Charleston, located on James Island, the City of Charleston, Charleston County, South Carolina

*- 1287 Lakefront Drive

**** - 465.84**

***- Richard A. Aldridge

prepared by Parker Land Surveying, LLC, dated May 21, 2013,
executed by ***, on _____, and recorded in Plat Book _____ at
page _____ in the R. M. C. Office for Charleston County, South Carolina (herein the
"Plat"). A copy of said plat is attached heretofore and incorporated herein.

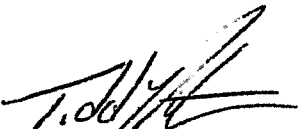
SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive _____ 8-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive _____ 8-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

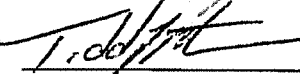
IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.



Witness #1



Witness #2

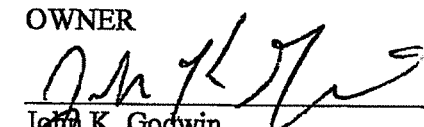


Witness #1



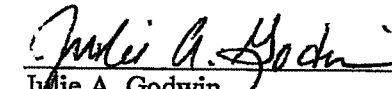
Witness #2

OWNER



John K. Godwin

Date: 3-22-14



Julie A. Godwin

Date: 3-22-14

WITNESSES:

Witness #1

Witness #2

CITY OF CHARLESTON

By: _____

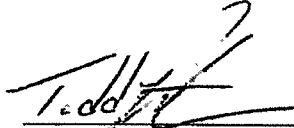
Its: _____

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

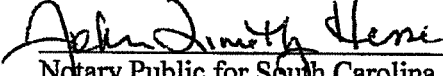
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named John Galvin / Julie Galvin sign, on behalf of John Galvin / Julie Galvin the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.



Signature of Witness

SWORN to before me this 22
day of March, 2014



Notary Public for South Carolina
My commission expires: Nov 9, 2020

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)


PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of the City of Charleston, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this _____
day of _____, 20____

Notary Public for South Carolina
My commission expires: _____



Parker Land Surveying, LLC
 5910 Collins Road
 Hanahan, SC 29410
 Phone: (843) 534-7777
 Fax: (843) 554-7719

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF CHARLESTON)
)
)
)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENT
CITY OF CHARLESTON**

This Agreement is made and entered into this 9 day of May 2014, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Debra J. Matlock (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of _____*_____ designated by Charleston County tax map number 427-10-00-008 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE _____ 8-FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT CONTAINING _____ ACRE(S) OR 466.8 SQ. FT.** more fully shown on a plat entitled "Plat showing an existing 16' & 30' private drainage easement on lots 61A & 62A Egret's Pointe Subdivision Phase II to be dedicated to the City of Charleston, located on James Island, the City of Charleston, Charleston County, South Carolina"

*- 1239 Lakefront Drive
**- Richard A. Aldridge

prepared by Parker Land Surveying, LLC, dated May 21, 2013,
executed by **, on _____, and recorded in Plat Book ____ at
page ____ in the R. M. C. Office for Charleston County, South Carolina (herein the
"Plat"). A copy of said plat is attached heretofore and incorporated herein.

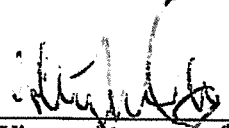
SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

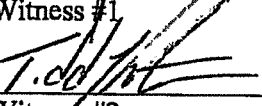
The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

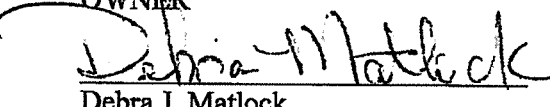
TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.



Witness #1


Witness #2

OWNER


Debra J. Matlock
Date: 3-22-14

WITNESSES:

CITY OF CHARLESTON

Witness #1

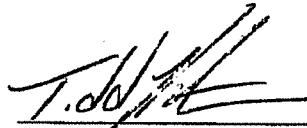
Witness #2

By: _____
Its: _____
Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

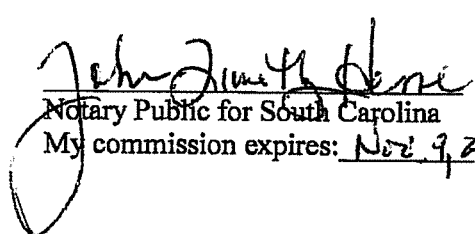
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Debra Matlock sign, on behalf of Debra Matlock, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.



Signature of Witness

SWORN to before me this 22
day of March, 20 14



Notary Public for South Carolina
My commission expires: Nov 9, 2020

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of the City of Charleston, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this _____
day of _____, 20____

Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF CHARLESTON)
)
)
)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENT
CITY OF CHARLESTON**

This Agreement is made and entered into this 9 day of May 2014, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Shannon M. Straughan (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of _____*_____ designated by Charleston County tax map number 427-10-00-007 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE ____ 8-FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT CONTAINING ____ ACRE(S) OR ** SQ. FT.** more fully shown on a plat entitled "Plat showing an existing 16' & 30' private drainage easement on lots 61A & 62A Egret's Pointe Subdivision Phase II to be dedicated to the City of Charleston, located on James Island, the city of Charleston, Charleston County, South Carolina"

*- 1235 Lakefront Drive
**- 437.36
***- Richard A. Aldridge

prepared by Parker Land Surveying, LLC, dated May 21, 2013,
executed by ***, on _____, and recorded in Plat Book _____ at
page _____ in the R. M. C. Office for Charleston County, South Carolina (herein the
"Plat"). A copy of said plat is attached heretofore and incorporated herein.

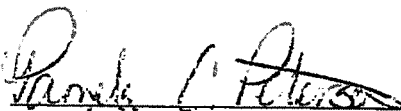
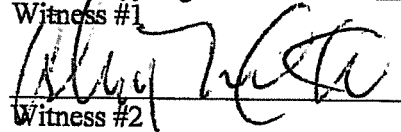
SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

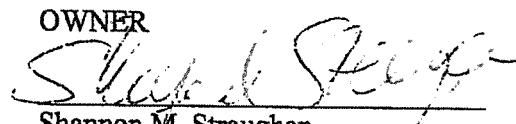
The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive _____ 8-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive _____ 8-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.


Witness #1

Witness #2

OWNER

Shannon M. Straughan
Date: 2-19-14

WITNESSES:

CITY OF CHARLESTON

Witness #1

By:

Its:

Date:

Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named SHANNAN M. STRAUGHAN sign, on behalf of SHANNAN M. STRAUGHAN the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

John Timothy Dore
Signature of Witness

SWORN to before me this 19
day of February, 2014

John Timothy Dore
Notary Public for South Carolina
My commission expires: Nov 9, 2020

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of the City of Charleston, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this _____
day of _____, 20____

Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF CHARLESTON)
)
)
)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENT
CITY OF CHARLESTON**

This Agreement is made and entered into this 9 day of May 2014, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and

Elaine C. Smith (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of _____*_____ designated by Charleston County tax map number 427-10-00-058 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE _____ 8-FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT CONTAINING _____ ACRE(S) OR ** SQ. FT.** more fully shown on a plat entitled

"Plat showing an existing 16' private drainage easement on lots 10 & 11 Egret's Pointe Subdivision Phase II to be dedicated to the City of Charleston, located on James Island, the City of Charleston, Charleston County, South Carolina

*- 1093 Battery Circle

**_ 718.24

***- Richard A. Aldridge

prepared by Parker Land Surveying, LLC, dated May 21, 2013,
executed by ***, on _____, and recorded in Plat Book _____ at
page _____ in the R. M. C. Office for Charleston County, South Carolina (herein the
"Plat"). A copy of said plat is attached heretofore and incorporated herein.

SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

Susan I. Bare
Witness #1

Cindy K. McLeod
Witness #2

OWNER
Elaine C. Smith
Elaine C. Smith

Date: 26 March 2014

WITNESSES:

Witness #1

Witness #2

CITY OF CHARLESTON

By: _____
Its: _____
Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

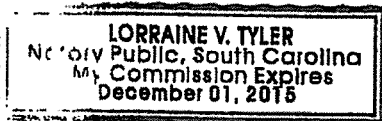
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named ELAINE SMITH sign, on behalf of ELAINE SMITH, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Susan I Bare
Signature of Witness

SWORN to before me this 26
day of March, 2014

Lorraine V. Tyler
Notary Public for South Carolina
My commission expires: 12/1/15



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of the City of Charleston, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this _____
day of _____, 20____

Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF CHARLESTON)
)
)
)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENT
CITY OF CHARLESTON**

This Agreement is made and entered into this 9 day of May 2014, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and

Frances Gaillard (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of _____*_____ designated by Charleston County tax map number 427-10-00-059 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE 8-FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT CONTAINING ACRE(S) OR 783.4 SQ. FT.** more fully shown on a plat entitled (plot showing an existing storm drainage easement) and the same is hereby confirmed.

"Plat showing an existing 16' private drainage easement on lots 10 & 11 Egret's Pointe Subdivision Phase II to be dedicated to the City of Charleston, located on James Island, The City of Charleston, Charleston County, South Carolina"

*- 1089 Old Battery Circle

**** - Richard A. Aldridge**

prepared by Parker Land Surveying, LLC, dated May 21, 2013,
executed by **, on 10/28/2013, and recorded in Plat Book at
page in the R. M. C. Office for Charleston County, South Carolina (herein the
"Plat"). A copy of said plat is attached heretofore and incorporated herein.

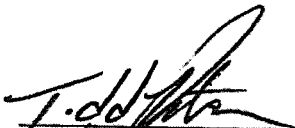
SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

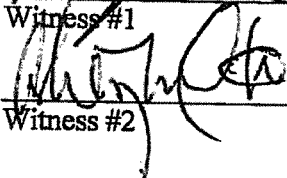
The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 8-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.



Witness #1


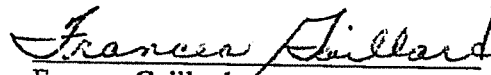
Witness #2

WITNESSES:

Witness #1

Witness #2

OWNER



Frances Gaillard

Date: 03/22/2014

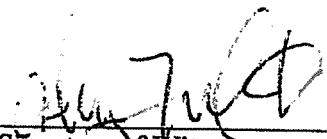
CITY OF CHARLESTON

By: _____
Its: _____
Date: _____

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

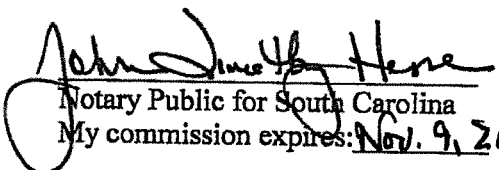
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Frances Gaillard sign, on behalf of Frances Gaillard, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.



Signature of Witness

SWORN to before me this 22
day of March, 2014



Notary Public for South Carolina
My commission expires: Nov. 9, 2020

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of the City of Charleston, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this _____
day of _____, 20____

Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
CITY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Egrets Pointe Home Owners Association ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All the of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, located in Egrets Pointe Subdivision
as shown and designated on a plat entitled Plat of the Right-of-Way of Egrets Pointe at Seaside Plantation

prepared by Kennerty Surveying, dated Nov 18, 2014, revised N/A, and recorded in Plat Book _____ at Page _____ in the RMC Office for CHARLESTON County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Bankers First Savings Bank, F.S.B dated December 10, 1992 and recorded December 10, 1992 in Book J221 at Page 534 in the RMC Office for CHARLESTON County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
75 Calhoun Street
Third Floor
Charleston, South Carolina 29401

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 5 day of February 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Rita Tadlock
Witness Number One

Rita Tadlock
Printed Name

Lori Bisceglia
Witness Number Two

Lori Bisceglia
Printed Name

Grantor

T. Todd Peterson

Todd Peterson
Printed Name

Vice President Egrets Pointe HOA Board.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named Todd Peterson, by its duly authorized officer Vice President, sign, seal and as its act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

Suzanne Carriere

SWORN to before me this 5 day of February 2015

Suzanne Carriere
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: November 24, 2018

STATE OF SOUTH CAROLINA)

COUNTY OF Charleston) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

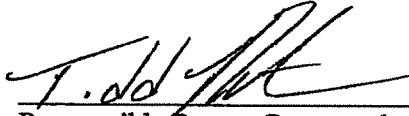
1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by The Egrets Pointe Home Owners Association
to The City of Charleston on 2-5-2015.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): #2 (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

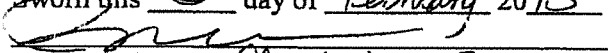
4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Responsible Person Connected with the Transaction

Todd Peterson Vice President Egrets Pointe HOA Board
Print or Type Name Here

Sworn this 5th day of February 2015


Notary Public for Charleston SC
My Commission Expires: June 11, 2019

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

MORTGAGE AFFIDAVIT

PERSONALLY APPEARED before me Todd Peterson

who, first being duly sworn, deposes and states as follows:

- That I/we am/are the owner(s) of certain piece(s) of real property more particularly described as follows (please attach or include below a legal description of the property):

See Exhibit "A" attached hereto

- That there is/are no mortgages, liens, judgments, lis pendens, or delinquent tax liens, or delinquent taxes on said real property.

FURTHER AFFIANT(S) SAITH NOT.

T. Peterson

Owner's signature

Todd Peterson Vice President Egrets Pointe HOA Board

Name printed

Owner's signature

Name printed

Subscribed to and sworn to before me this

5 day of February, 2015

Barbara Carrione

Notary Public of South Carolina

My Commission Expires: November 24, 2018

Exhibit A

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, located in Egrets Pointe Subdivision as shown and designated on a plat entitled "Plat of the Right-of-Ways of Egrets Pointe at Seaside Planation prepared by Kennerty Surveying, dated November 18, 2014, and recorded in Plat Book _____ at Page _____, in the RMC Office for Charleston County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Bankers First Savings Bank, F.S.B. dated December 10, 1992 and recorded December 10, 1992 in Book J221 at Page 534 in the RMC Office for Charleston County, South Carolina.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

)

)

)

EXCLUSIVE ACCESS EASEMENT AGREEMENT

THIS EXCLUSIVE ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the 24 day of January, 2015, by and between the **CITY OF CHARLESTON**, a municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (the "**City**"), and **MAGNOLIA OFFICE PARK, LLC**, South Carolina limited liability company ("**Owner**").

~~WHEREAS, the City is desirous of maintaining a storm water sewer and related appurtenances (the "**Storm Water System**") across a portion of Lot 7A designated by Charleston County tax map number 30-00-00-_____ (the "**Property**") and to accomplish this objective, the City must obtain an exclusive access easement from the Owner permitting access to and from the Storm Water System through a portion of the Owner's Property as hereinafter described; and~~

WHEREAS, the undersigned Owner of the Property is desirous of cooperating with the City and is minded to grant unto it a non-exclusive easement in and to the Property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the Property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE ACCESS EASEMENT CONTAINING 20,292.24 SQ. FT.**, described on Exhibit A attached hereto, and more fully shown on a plat entitled "PLAT SHOWING THE SUBDIVISION OF LOT 7 (20.649 AC.), INTO LOT 7A (4.405 AC.), LOT 7B (3.242 AC.) AND LOT 7C (13.002 AC.) PROPERTY OF MAGNOLIA OFFICE PARK, LLC., LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," dated September 8, 2014, prepared by Parker Land Surveying, LLC, last revised on January 21, 2015, and recorded in the RMC Office for Charleston County in Plat Book _____ at Page _____ (herein the "**Plat**").

SAID EXCLUSIVE ACCESS EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive Access Easement for purposes of periodic inspection of the Storm Water System. This Exclusive Access Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive Access Easement during the conduct of its allowable activities as described above.

The easement grants contained herein are subject to all outstanding easements, conveyances, liens and other matters of record in the RMC Office for Charleston County. Additionally, the City acknowledges and agrees that the real property over which the said Exclusive Access Easement runs will be subject to any other easements granted after the date hereof in favor of third parties for the purposes of drainage, access, provision of utilities, etc. (as the case may be) so long as prior written authorization is obtained from the City for any other easements granted after the date hereof. Owner specifically retains the right to landscape, install fencing, pave, and construct, install and maintain utilities, roads, driveways, curb cuts, and alleys on, over and across the Exclusive Access Easement, so long as such uses do not materially interfere with the City's access to the Exclusive Access Easement.

*****Remainder of Page Intentionally Left Blank*****
[Signatures on Following Pages]

IN WITNESS WHEREOF, the undersigned have set their Hands and Seals the day and year first above written.

WITNESSES:

Witness #1

Witness #2

OWNER:

MAGNOLIA OFFICE PARK, LLC,
a South Carolina limited liability company

By:

Name:

Its:

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Robert H. Nutton Jr, sign the within Access Easement Agreement, and seal said Access Easement Agreement, and as the act and deed of Magnolia Office Park, LLC, a South Carolina limited liability company, deliver the same, and the (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this
26th day of January, 2015.

Notary Public for South Carolina

My Commission Expires: 2/5/2018

WITNESSES:

Witness #1

Witness #2

CITY OF CHARLESTON:

By: _____
Laura S. Cabiness, P.E.
Its: Director of Public Service

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

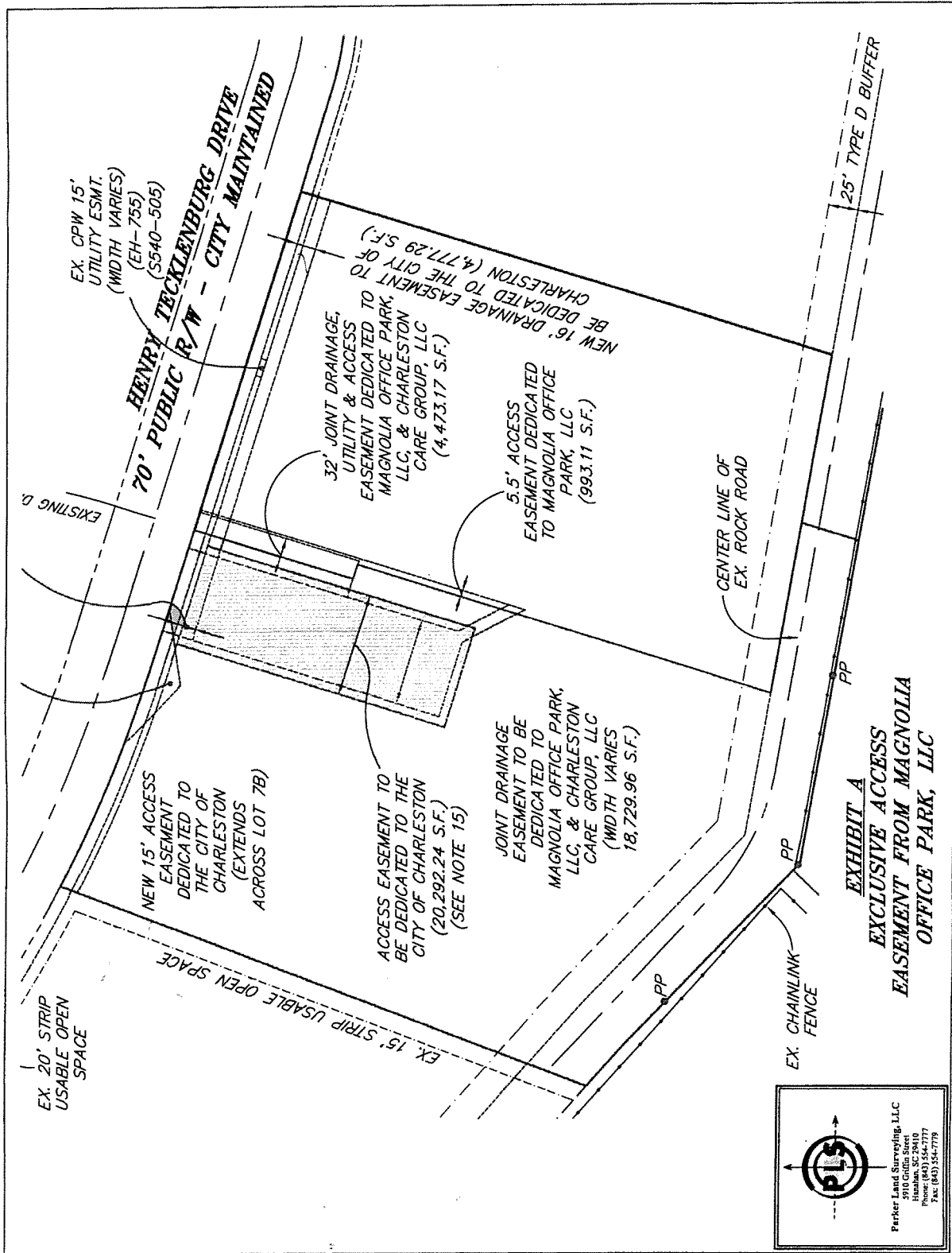
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named City of Charleston by Laura S. Cabiness, its Director of Public Service, sign the within Storm Water Drainage Easement Agreement, and seal said Storm Water Drainage Easement Agreement, and as its act and deed, deliver the same, and the (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this
_____ day of January, 2015.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: _____



STATE OF SOUTH CAROLINA)	EXCLUSIVE STORM WATER
)	DRAINAGE EASEMENT
COUNTY OF CHARLESTON)	CITY OF CHARLESTON

THIS EXCLUSIVE STORM WATER DRAINAGE EASEMENT AGREEMENT (this "*Agreement*") is made and entered into as of the 26 day of January, 2015, by and between the **CITY OF CHARLESTON**, a municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (the "*City*"), and **MAGNOLIA OFFICE PARK, LLC**, South Carolina limited liability company ("*Owner*").

WHEREAS, the City is desirous of maintaining a storm water sewer and related appurtenances (the "*Storm Water System*") across a portion of Lot 7B designated by Charleston County tax map number 30-00-00-_____ (the "*Property*") and to accomplish this objective, the City must obtain an exclusive easement from the Owner permitting the periodic inspection, maintenance, repair and replacement of the Storm Water System through a portion of the Owner's Property as hereinafter described; and

WHEREAS, the undersigned Owner of the Property is desirous of cooperating with the City and is minded to grant unto it a non-exclusive easement in and to the Property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the Property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE 16-FOOT WIDE X 298.58' LONG DRAINAGE EASEMENT CONTAINING 4,777.29 SQ. FT.**, described on Exhibit A attached hereto, and more fully shown on a plat entitled "PLAT SHOWING THE SUBDIVISION OF LOT 7 (20.649 AC.), INTO LOT 7A (4.405 AC.), LOT 7B (3.242 AC.) AND LOT 7C (13.002 AC.) PROPERTY OF MAGNOLIA OFFICE PARK, LLC., LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," dated September 8, 2014, prepared by Parker Land Surveying, LLC, last revised on January 21, 2015, and recorded in the RMC Office for Charleston County in Plat Book _____ at Page _____ (herein the "*Plat*").

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 16-Foot Wide Storm Water Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. The City agrees to periodically inspect the Storm Water System and to make, at the City's cost and expense, such repairs or maintenance required to be made thereto. This Exclusive 16-Foot Wide Storm Water Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 16-Foot Wide Drainage Easement during the conduct of its allowable activities as described above.

The easement grants contained herein are subject to all outstanding easements, conveyances, liens and other matters of record in the RMC Office for Charleston County. Additionally, the City acknowledges and agrees that the real property over which the said Exclusive Storm Water Drainage Easement runs will be subject to any other easements granted after the date hereof in favor of third parties for the purposes of drainage, access, provision of utilities, etc. (as the case may be) so long as prior written authorization is obtained from the City for any other easements granted after the date hereof. Owner specifically retains the right to landscape, install fencing, pave, and construct, install and maintain utilities, roads, driveways, curb cuts, and alleys on, over and across the Exclusive Storm Water Drainage Easement, so long as such uses do not materially interfere with the City's access to the Storm Water System.

*****Remainder of Page Intentionally Left Blank*****
[Signatures on Following Pages]

IN WITNESS WHEREOF, the undersigned have set their Hands and Seals the day and year first above written.

WITNESSES:

[Signature]
Witness #1

[Signature]
Witness #2

OWNER:

MAGNOLIA OFFICE PARK, LLC,
a South Carolina limited liability company

By: [Signature]

Name: Robert H. Nuttall Jr

Its: Member Authorized Agent

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Robert H. Nuttall Jr, sign the within Storm Water Drainage Easement Agreement, and seal said Storm Water Drainage Easement Agreement, and as the act and deed of Magnolia Office Park, LLC, a South Carolina limited liability company, deliver the same, and the (s)he with the other witness named, witnessed the execution thereof.

[Signature]
Signature of Witness

SWORN to before me this
26th day of January, 2015.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 2/5/2018

WITNESSES:

Witness #1

Witness #2

CITY OF CHARLESTON:

By: _____

Laura S. Cabiness, P.E.

Its: Director of Public Service

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named City of Charleston by Laura S. Cabiness, its Director of Public Service, sign the within Storm Water Drainage Easement Agreement, and seal said Storm Water Drainage Easement Agreement, and as its act and deed, deliver the same, and the (s)he with the other witness named, witnessed the execution thereof.

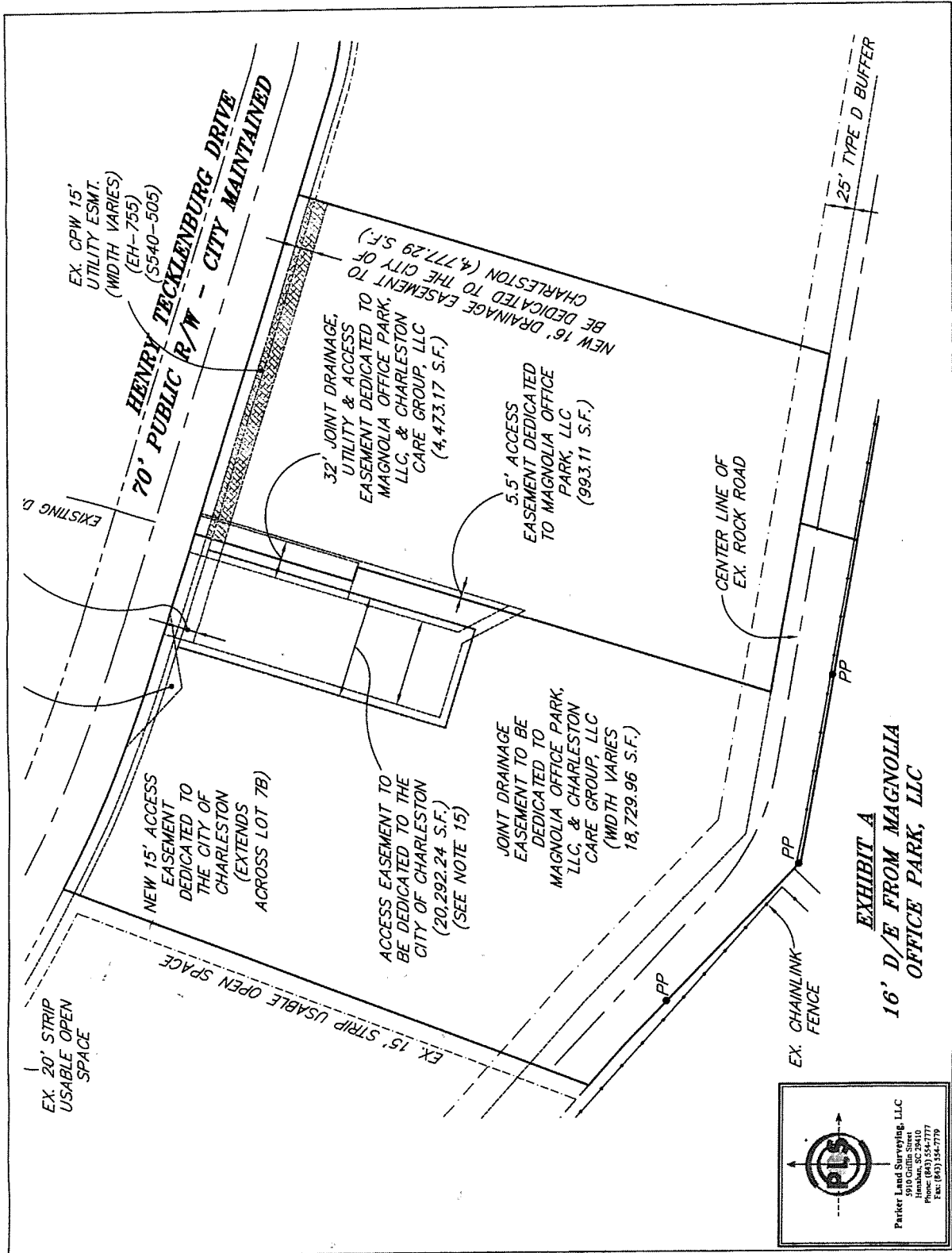
Signature of Witness

SWORN to before me this
_____ day of January, 2015.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT A
Drainage Easement

[Attached]



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) EXCLUSIVE STORM WATER
) DRAINAGE EASEMENT
) CITY OF CHARLESTON

THIS EXCLUSIVE STORM WATER DRAINAGE EASEMENT AGREEMENT (this "*Agreement*") is made and entered into as of the 26 day of January, 2015, by and between the **CITY OF CHARLESTON**, a municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (the "*City*"), and **MAGNOLIA OFFICE PARK, LLC**, South Carolina limited liability company ("*Owner*").

WHEREAS, the City is desirous of maintaining a storm water sewer and related appurtenances (the "*Storm Water System*") across a portion of Lot 7A designated by Charleston County tax map number 30-00-00-_____ (the "*Property*") and to accomplish this objective, the City must obtain an exclusive easement from the Owner permitting the periodic inspection, maintenance, repair and replacement of the Storm Water System through a portion of the Owner's Property as hereinafter described; and

WHEREAS, the undersigned Owner of the Property is desirous of cooperating with the City and is minded to grant unto it a non-exclusive easement in and to the Property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the Property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE 16-FOOT WIDE X 88.66' LONG DRAINAGE EASEMENT CONTAINING 1,418.52 SQ. FT.**, described on Exhibit A attached hereto, and more fully shown on a plat entitled "PLAT SHOWING THE SUBDIVISION OF LOT 7 (20.649 AC.), INTO LOT 7A (4.405 AC.), LOT 7B (3.242 AC.) AND LOT 7C (13.002 AC.) PROPERTY OF MAGNOLIA OFFICE PARK, LLC., LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," dated September 8, 2014, prepared by Parker Land Surveying, LLC, last revised on January 21, 2015, and recorded in the RMC Office for Charleston County in Plat Book _____ at Page _____ (herein the "*Plat*").

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 16-Foot Wide Storm Water Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. The City agrees to periodically inspect the Storm Water System and to make, at the City's cost and expense, such repairs or maintenance required to be made thereto. This Exclusive 16-Foot Wide Storm Water Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 16-Foot Wide Drainage Easement during the conduct of its allowable activities as described above.

The easement grants contained herein are subject to all outstanding easements, conveyances, liens and other matters of record in the RMC Office for Charleston County. Additionally, the City acknowledges and agrees that the real property over which the said Exclusive Storm Water Drainage Easement runs will be subject to any other easements granted after the date hereof in favor of third parties for the purposes of drainage, access, provision of utilities, etc. (as the case may be) so long as prior written authorization is obtained from the City for any other easements granted after the date hereof. Owner specifically retains the right to landscape, install fencing, pave, and construct, install and maintain utilities, roads, driveways, curb cuts, and alleys on, over and across the Exclusive Storm Water Drainage Easement, so long as such uses do not materially interfere with the City's access to the Storm Water System.

*****Remainder of Page Intentionally Left Blank*****

[Signatures on Following Pages]

IN WITNESS WHEREOF, the undersigned have set their Hands and Seals the day and year first above written.

WITNESSES:

[Signature]
Witness #1

[Signature]
Witness #2

OWNER:

MAGNOLIA OFFICE PARK, LLC,
a South Carolina limited liability company

By: [Signature]

Name: Robert H Nottall Jr

Its: Member Authorized Agent

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Robert H Nottall Jr, sign the within Storm Water Drainage Easement Agreement, and seal said Storm Water Drainage Easement Agreement, and as the act and deed of Magnolia Office Park, LLC, a South Carolina limited liability company, deliver the same, and the (s)he with the other witness named, witnessed the execution thereof.

[Signature]
Signature of Witness

SWORN to before me this
26th day of January, 2015.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 2/5/2018

WITNESSES:

Witness #1

Witness #2

CITY OF CHARLESTON:

By: _____
Laura S. Cabiness, P.E.
Its: Director of Public Service

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named City of Charleston by Laura S. Cabiness, its Director of Public Service, sign the within Storm Water Drainage Easement Agreement, and seal said Storm Water Drainage Easement Agreement, and as its act and deed, deliver the same, and the (s)he with the other witness named, witnessed the execution thereof.

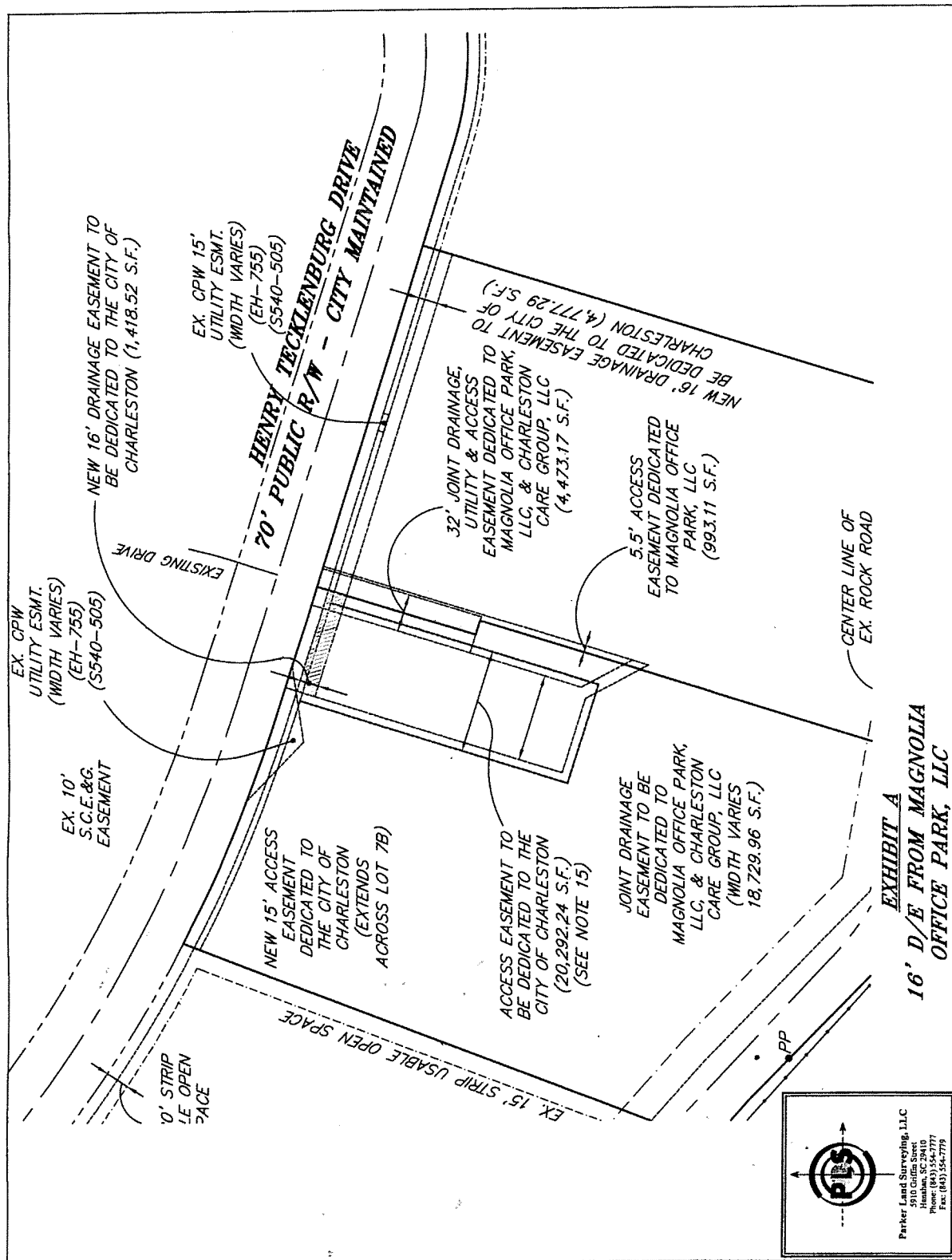
Signature of Witness

SWORN to before me this
_____ day of January, 2015.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT A
Drainage Easement

[Attached]





CITY OF CHARLESTON
 Department of Public Service
 Engineering Division
 75 Calhoun Street
 Charleston, SC 29401



ENCROACHMENT AGREEMENT REQUEST

Property Owner/Renter: LIBRARY ASSOCIATES, LLC

Mailing Address: 17 LOCKWOOD DRIVE, 400 Email: kbrown@bennetthospitality.com

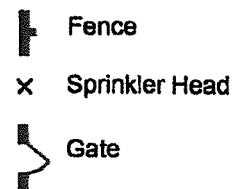
City/State/Zip: CHARLESTON, SC, 29401

Telephone: 843-722-8169 Work: _____ Cell: _____

Contractor: BALFOUR BEATTY CONSTRUCTION Contact/Number: JEFF SANDEEN 704-319-4029

DESCRIBE ENCROACHMENT

1. Description of encroachment: Permanent Encroachments per attached "Exhibit C"
2. Method for securing: _____
3. Property description and address where encroachment is requesting to be placed (**Exhibit A**):
404 KING STREET
4. Drawing/sketches (to scale, submitted on 8.5"x11" sheets, multiple sheets if necessary) (**Exhibit B**) to include:
 - a. Plan view including the following if applicable: width of sidewalk; location of encroachments; location of any easements; any existing street fixtures; road width; driveway or sidewalk location; sprinkler head locations; and fence and gate locations. Utilize approved symbols for locations in blue or black ink. All other symbols should be defined in a key. Do not use highlighters.
 - b. Submittals for driveway encroachments are only applicable when non-standard materials are used in the right-of-way. Submittals for sidewalk encroachments are only applicable for any privately constructed, non-dedicated sidewalk in the right-of-way.
 - c. Elevation view (to scale)
 - d. Photograph
5. Business License, if applicable
6. B.A.R. approval, if applicable
7. Zoning approval, if applicable
8. Complete and execute Encroachment Agreement form. The form must be typed & signed in blue ink.
9. Two witnesses for signature and a notary on the completed Encroachment Agreement form signed in blue ink.
10. Provide processing fee of \$25.00. Checks shall be made payable to the City of Charleston.
11. Provide recordation fee of \$5.00 per sheet if applicable, upon submission of application. Checks shall be made payable to the Register Mesne Conveyance for Charleston County.



RECEIVED BY PUBLIC SERVICES: M. Hedges DATE: 12/9/2014

Note: Only complete applications will be accepted. All other applications will be returned. Any photocopies, facsimile, illegible, or incomplete applications and/or agreements will not be accepted.

Applicant will be notified after the Public Works and Utilities Committee or Public Service Review meeting where a decision will be made with respect to the grantee's completed application.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TEMPORARY / PERMANENT
ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made in the County and City of Charleston, SC, on 5 day of December, 2014 by and between The City of Charleston, a South Carolina Municipal Corporation (hereinafter referred to as "City") and LIBRARY ASSOCIATES, LLC (hereinafter referred to as "Grantee").

Whereas, the City is the owner of the property, sidewalk, or right-of-way located at (property address):
404 KING STREET, CHARLESTON, SOUTH CAROLINA
in the City of Charleston, South Carolina ("Property"), and is more fully shown on Exhibit A, attached hereto and incorporated by reference herein; and

Whereas, Grantee desires to install/construct a (Describe Encroachment) TMS #: 460-16-04-009
SEE ATTACHED DESCRIPTION "EXHIBIT C"
("Encroachment"); and

Whereas, Grantee desires to install/construct the Encroachments on the City's Property as shown on Exhibit B ("Encroachment Area") which is attached hereto and incorporated by reference herein; and

Whereas, the City is willing to permit the aforementioned Encroachment strictly in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The aforesaid recitals are incorporated herein verbatim.
2. **No Interest in Encroachment Area.** The Grantee shall not acquire any right, title, or interest in or to the City's Property as fully described and depicted in Exhibit A or the portion thereof affected by this Agreement. Grantee understands and agrees that the Encroachment is for a permissive use only and that the placing of the Encroachment shall not operate to create or vest any property rights in Grantee.
3. **Access.** The City shall have free and complete access to the Property for maintenance and repair of the Property, and the Grantee shall hold harmless the City for any damage that may be done to the Encroachment by the City during maintenance and repair of the Property.
4. **Maintenance of Encroachment.** The Grantee shall maintain the Encroachment in a good and safe condition as long as the Encroachment remains on the Property. Further, the Grantee understands and acknowledges that should the Grantee damage and/or disturb the Property and/or the Encroachment, the Grantee shall be solely responsible for repairing the destroyed/disturbed Property and the Encroachment to the City's satisfaction.
 - a. ☒ If this box is checked by the City, a general liability insurance policy with combined single liability limits for personal injury or death and property damage in the amount of \$1,000,000.00 per occurrence shall be required by the Grantee naming the City as an additional insured. Grantee agrees to provide proof of such policy to the City prior to the installation of the Encroachment.
2. **Indemnification.** Grantee shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from Grantee's Encroachment or use of the Encroachment or from any activity, work, or act done, permitted, or suffered by Grantee in or about the Encroachment, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Grantee hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
3. **Assignment.** Grantee shall not assign this Agreement without the prior written consent of the City.
4. **Successors and Assigns.** This Agreement shall be binding upon the Grantee, its successors, and assigns.
5. **Removal of Encroachment.** Any unlawful encroachments existing in the public right-of-way shall be subject to removal and the owner shall be responsible for labor and costs associated with such removal. Any encroachments existing in the public right-of-way shall be removed upon twenty-four (24) hours' notice given by the Department of Public Service when such removal is necessary to repair or improve the right-of-way. If it is necessary to remove the encroachment(s), the owner shall be responsible for labor and costs associated with removal and reinstallation. In the event that the City Police, Fire,

Public Service or Traffic and Transportation departments determine that the location of an encroachment constitutes an immediate physical danger to life, safety, or health, the encroachment may be removed immediately without prior notice. If the city removes an encroachment, a notice of removal shall be sent to the owner as soon as practicable under the circumstances. Any abandoned encroachment shall be subject to removal. For purposes hereof, "abandoned" shall mean the vacating of the premises by the encroachment's owner/applicant for a period of seven (7) consecutive days or more. Any costs incurred to the City in restoring the public right-of-way to the condition that existed prior to the encroachment shall be the responsibility of the encroachment owner/applicant.

6. **Notice.** All notices required herein shall be sent via First Class U.S. Mail with postage prepaid thereon to the parties as follows:

To City:	To Grantee:
Department of Public Service	<u>LIBRARY ASSOCIATES, LLC</u>
Engineering Division	<u>17 LOCKWOOD DRIVE, 400</u>
75 Calhoun Street, Room 3400	<u>CHARLESTON, SC 29401</u>
Charleston, South Carolina 29401	
Location of Encroachment <u>404 KING STREET, CHARLESTON, SC 29403</u>	

Notices shall be deemed effectively served upon the deposit in the United States Mail.

7. **Applicable Law.** This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the municipal ordinances of the City of Charleston and the laws of the State of South Carolina.
8. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

IN WITNESS WHEREOF, both parties have caused this to be duly executed this Temporary / Encroachment Agreement as of the date first above written and agree to all provisions as stipulated above.

SIGNED AND DELIVERED IN THE PRESENCE OF:	THE CITY OF CHARLESTON
_____	BY: _____
_____	Mayor/Director of Public Services Department
Witnesses of the Mayor/Director of Public Services Department	
The foregoing instrument was acknowledged before me by its maker.	
Signature of Notary	Commission Expires

SIGNED AND DELIVERED IN THE PRESENCE OF:	THE GRANTEE
<u>Stephen Brown</u>	BY: <u>Michael R. Bennett</u>
<u>July 24, 2022</u>	Grantee
Witnesses of Grantee's Signature	Printed Name
The foregoing instrument was acknowledged before me by its maker.	
<u>July 24, 2022</u>	Commission Expires
Signature of Notary	

Committee on Public Works Decision

☐ Approved ☐ Disapproved

Date

Conditions and/or Restrictions are described on the sheet labeled "Encroachment Inspection Review" or "Encroachment Checklist". Please refer to that for Maintenance Requirements and Construction Standards.

EXHIBIT "C"

Proposed Hotel, 404 King Street, Charleston SC

11/24/14

Proposed Encroachments into Public Right of Way - Permanent

A. King Street (West elevation)

1. Hotel entry marquee - cantilevered marquee projects 5' over PL, with 12' clear underneath. See drawings A102, A201, A202, A318, A332, A615.
2. Retail entry canopy - cantilevered marquee projects 5' over PL, with 12' clear underneath. See drawings A102, A202, A203, A619 (detail)

B. Hutson Street (North elevation)

1. Service entry canopy - cantilevered overhang projects 8' over PL, with 11' clear underneath. See drawings A102, A202, A203, A326, A619.

[illegible][illegible]

WINEFORD
LINDSAY
ARCHITECT

LIBRARY
ASSOCIATES,
LLC.
17 LOCKWOOD
BUILDING
CHARLESTON,
SC 29401



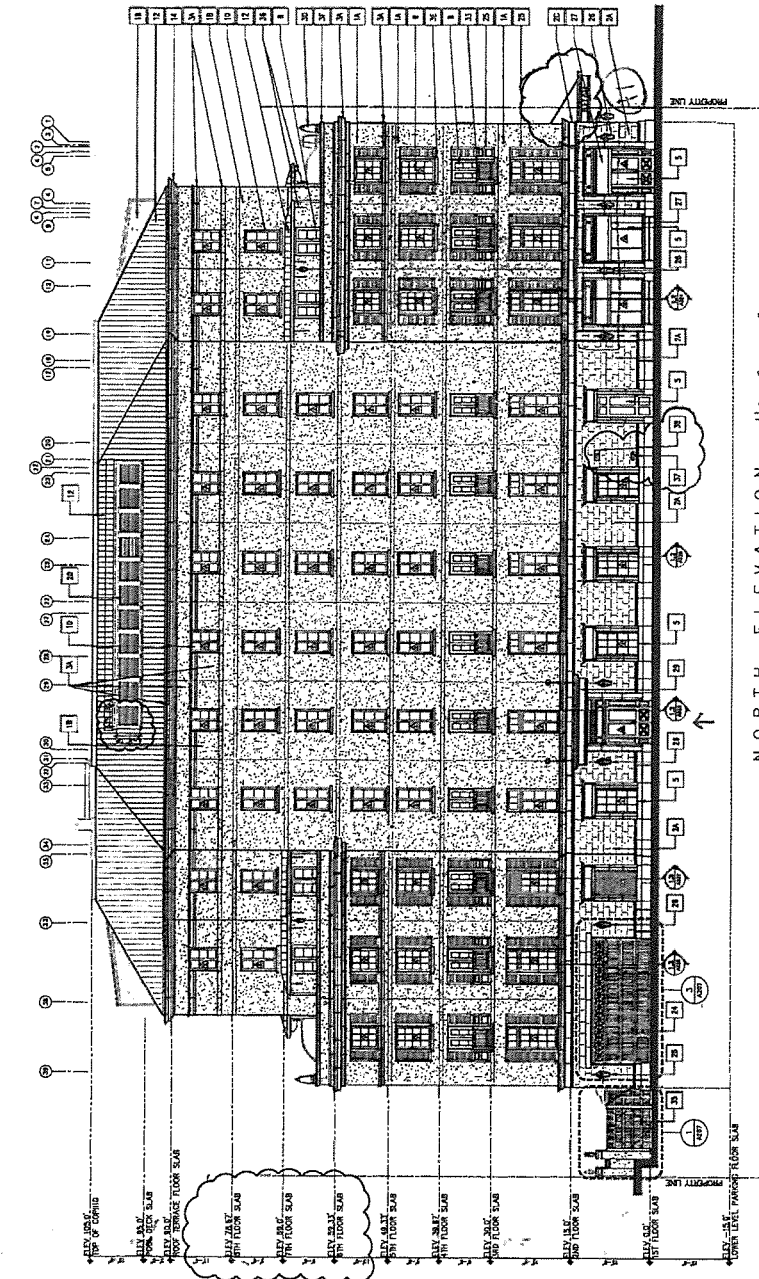
THE HOTEL
AT
MARION
SQUARE
405 WEST STREET
CHARLESTON, SC
29403

EDITION
REVISED
100% 11-05-14

PROJECT NO. 100000
DATE 11-05-14
DRAWN BY
CHECKED BY
DATE 11-05-14

EXTERIOR
ELEVATIONS

A303



NORTH ELEVATION - HUDSON ST

SYMBOL	DESCRIPTION	MANUFACTURER / PRODUCT	FINISH / COLOR
1	STUCCO COLOR 1	STUCCO COLOR 1	STUCCO COLOR 1
2	STUCCO COLOR 2	STUCCO COLOR 2	STUCCO COLOR 2
3	CAST STONE MASONRY VENEER FIELD UNITS	CAST STONE MASONRY VENEER FIELD UNITS	CAST STONE MASONRY VENEER FIELD UNITS
4	COLOR LIMESTONE	COLOR LIMESTONE	COLOR LIMESTONE
5	BRICKWORK	BRICKWORK	BRICKWORK
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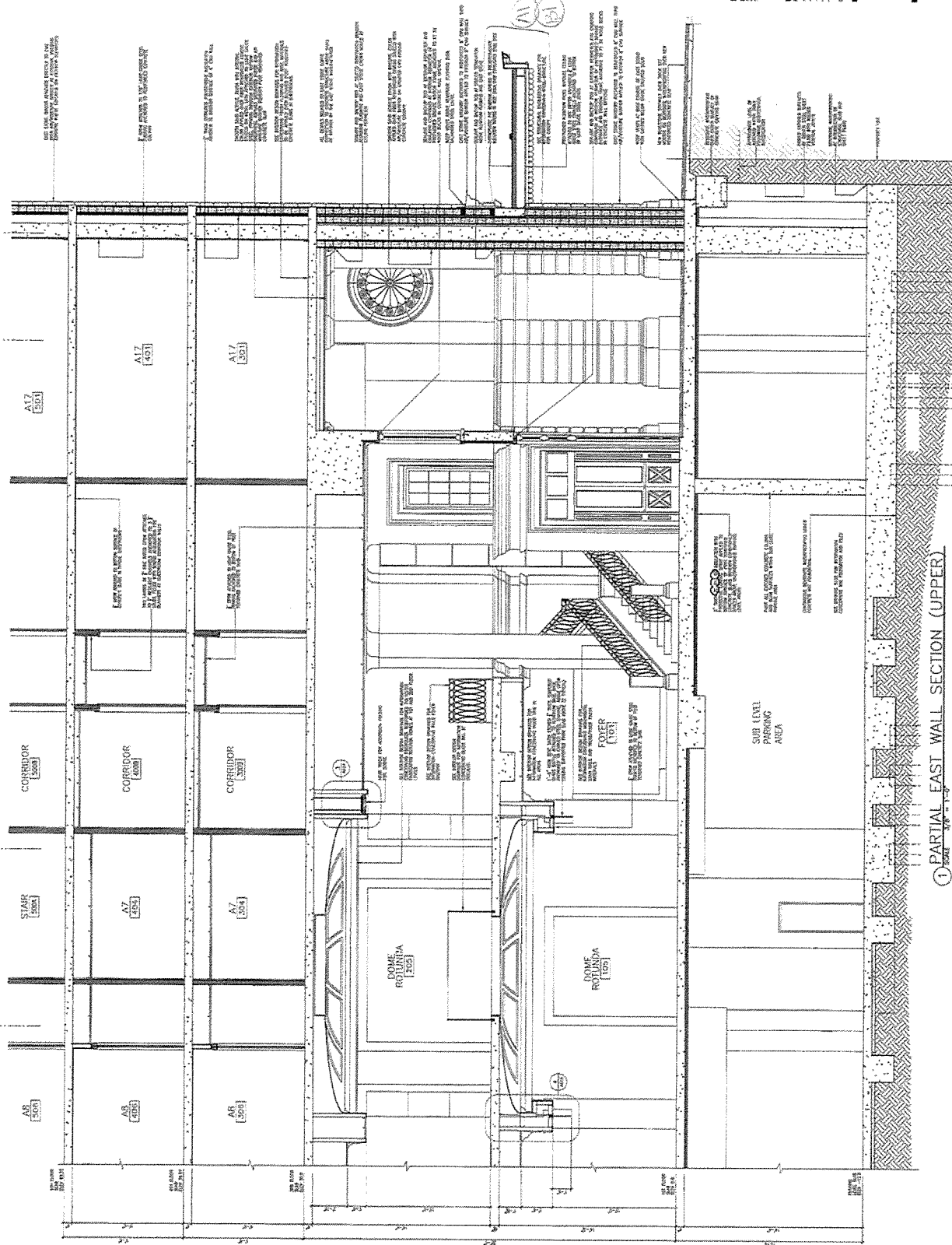
KEYED ELEVATION NOTES	
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1B	STUCCO - COLOR 2
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2B	CAST STONE MASONRY VENEER FIELD UNITS
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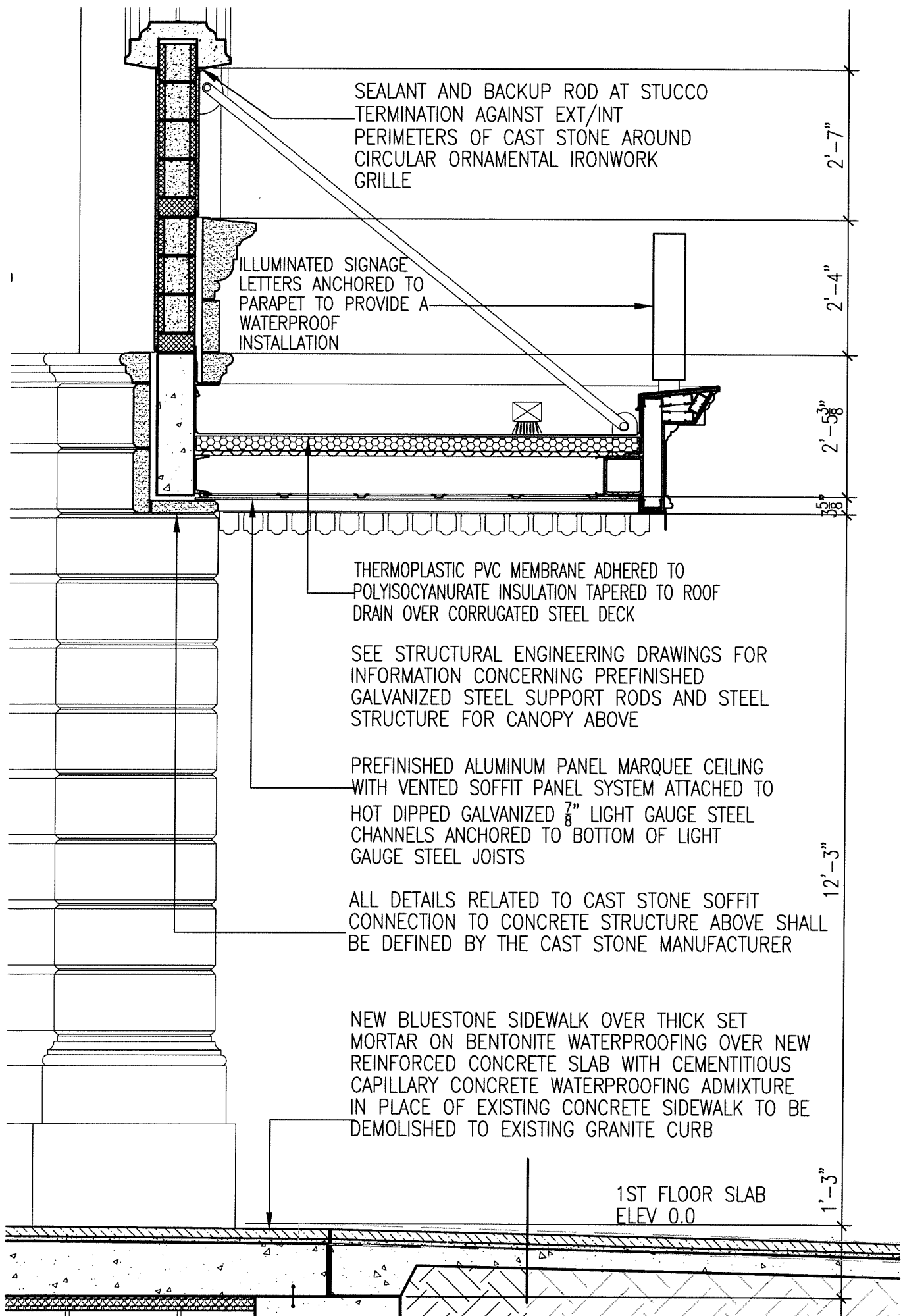
EXTERIOR FINISH MATERIALS LEGEND	
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STUCCO COLOR 2 (COLOR G. NOS 451 70/053 ANTIQUE WHITE)	
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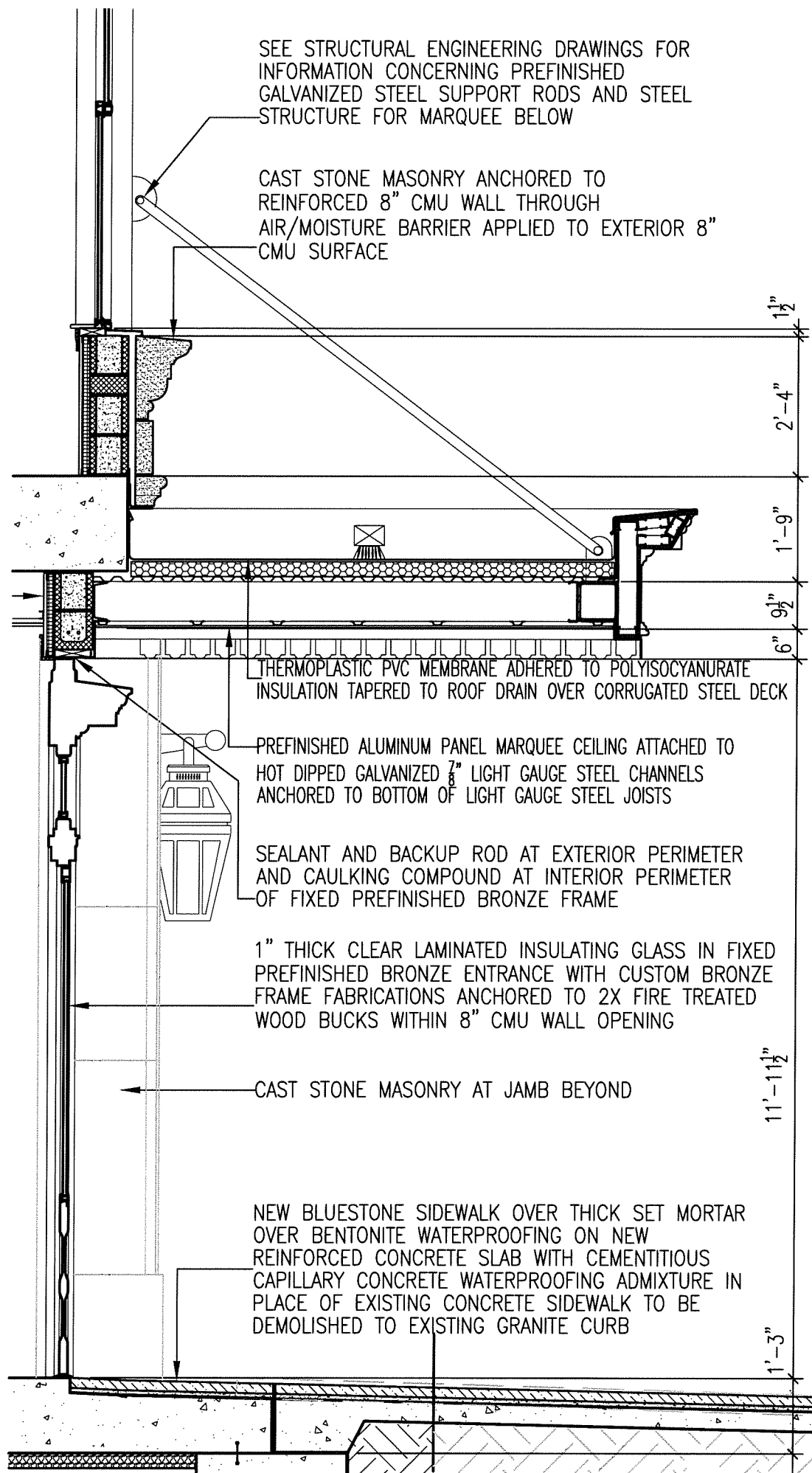


① EXPANDED 2ND FLOOR PLAN

[illegible]







NGS AND B.A.R. APPLICATION REVIEWED AND
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THESE NOTES MUST ALSO BE ATTACHED TO THE
GS, AND BE AVAILABLE TO ALL CONTRACTORS

ONSE COMMENTS DATED 10/17/2014 BUT NONE
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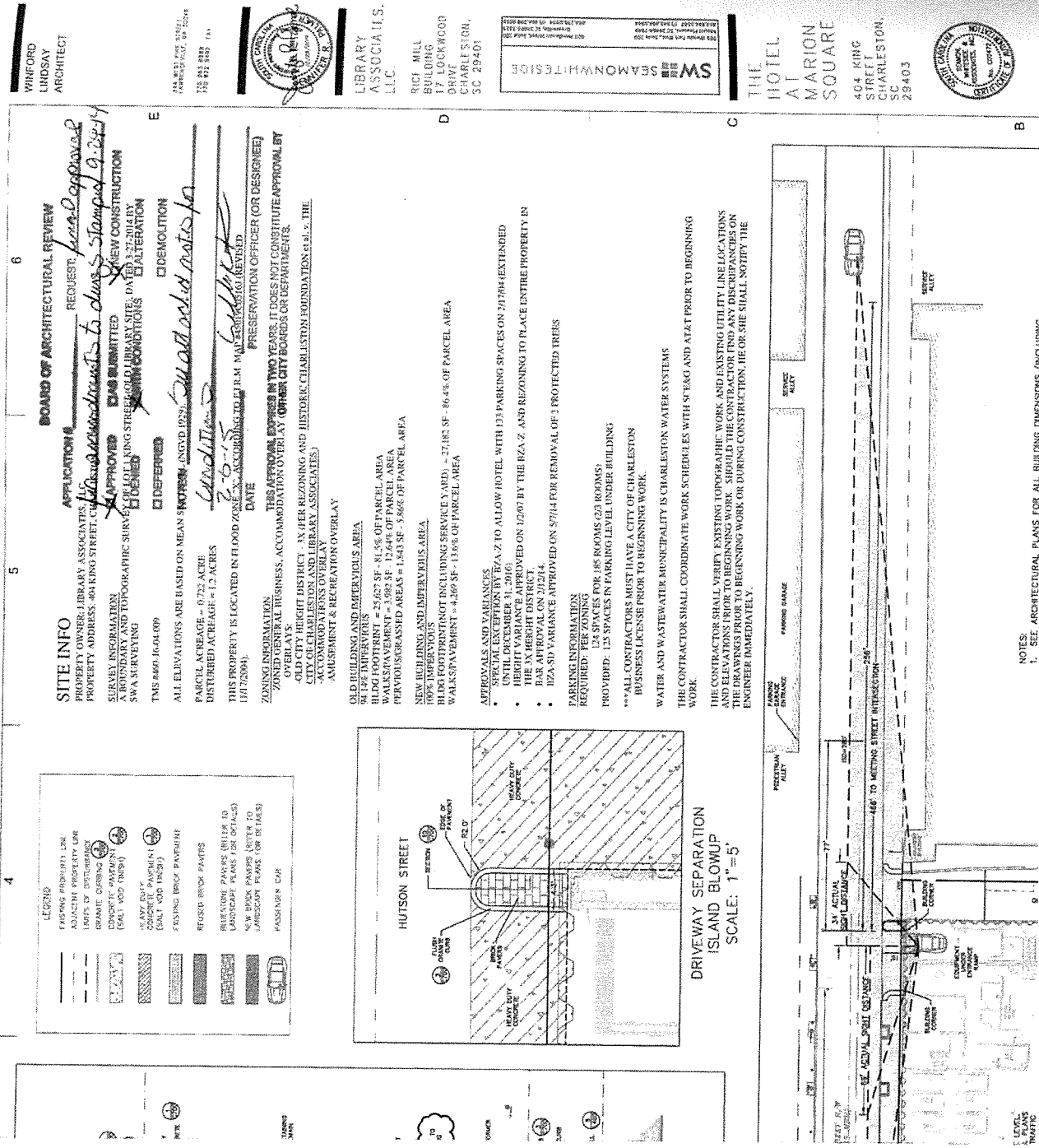
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BOARD OF ARCHITECTURAL REVIEW

APPLICATION / CERTIFICATE OF APPROPRIATENESS

CITY OF CHARLESTON

75 Calhoun Street, Third Floor

Charleston, South Carolina 29401

843-724-3781

Fax: 843-724-3772

www.charleston-sc.gov

DEPARTMENT OF PLANNING, PRESERVATION AND SUSTAINABILITY

www.charleston-sc.gov

Property Address: 404 KING ST.		TMS No.: 460-16-04-009
Review request: Conceptual Preliminary <input checked="" type="radio"/> Final	For: New Construction <input checked="" type="radio"/> Alterations / Additions Repairs or repaint with no changes	Meeting date requested: Appeal Decision of Urban Design Staff Color Change Demolition
Property Owner: LIBRARY ASSOCIATES, LLC		Daytime phone: 843-722-8169
Applicant: LIBRARY ASSOCIATES, LLC		Daytime phone:
Applicant's mailing address: 17 LOCKWOOD DR, RICE MILL BLDG, SUITE 400		
City: CHARLESTON	State: SC	Zip: 29401
Applicant's e-mail address: stephanice@bennethospitality.com		
Applicant's relationship: <input checked="" type="radio"/> Owner <input type="radio"/> Design Professional <input type="radio"/> Contractor <input type="radio"/> Real Estate Agent/Broker <input type="radio"/> Other		

In your own words describe what you are requesting:

final staff signoff

Submitted Requirements: See BAR Submittal Requirements supplement for complete information. Zoning / Courtesy TRC approval required prior to making application for review. INCOMPLETE APPLICATIONS WILL NOT BE INCLUDED ON A BOARD AGENDA.

I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property or an authorized representative. I authorize the subject property to be posted and inspected, and the application to be heard by the Board of Architectural Review of the City of Charleston on the date specified.

Applicant's signature: July 13, 2015

Print name legibly: Kimberly B. B. own

Date: 1-6-2015

For Office Use Only Below this Point

The Board of Architectural Review has reviewed this request. Its findings are as follows:
☒ The Urban Design and Preservation Staff has reviewed this request. Its findings are as follows:

Approval	Denial	Deferral	Approval with the following conditions: <u>All attached notes</u>
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THE "STAFF NOTES" BELOW PERTAIN TO THE DRAWINGS AND B.A.R. APPLICATION REVIEWED AND STAMPED BY BAR STAFF DATED 2/6/2015. THEY MUST BE SUBMITTED TO BUILDING INSPECTIONS AT TIME OF APPLICATION FOR A BUILDING PERMIT. ** THESE NOTES MUST ALSO BE ATTACHED TO THE FIELD SET OF APPROVED BUILDING PERMIT DRAWINGS, AND BE AVAILABLE TO ALL CONTRACTORS WORKING ON THE PROJECT.

ADDRESS OF PROJECT: 404 KING STREET

DATE OF NOTES: 2/6/2015

STAFF NOTES

GENERAL:

1. CUT SHEETS ARE REFERENCES IN YOUR RESPONSE COMMENTS DATED 10/17/2014 BUT NONE WERE INCLUDED IN THIS SUBMITTAL. PROVIDE LIGHTING, EXHAUST VENTS, FDC FLUSH MOUNT KNOX BOX AND FDC SIGN CUT SHEETS/DRAWINGS.
2. THE CURRENT SITE SCREEN ON THE CONSTRUCTION FENCE IS ADVERTISING OFF PREMISE BUSINESSES. THIS WILL HAVE TO BE REMOVED PRIOR TO RECEIVING PERMITS. THE SITE SCREEN CAN ONLY CONTAIN INFORMATION RELATED TO THIS PROJECT ALONE.
3. A FINAL B.A.R. FIELD INSPECTION IS REQUIRED BEFORE THIS PROJECT CAN RECEIVE A FINAL CERTIFICATE OF OCCUPANCY. CONTACT THE B.A.R. STAFF TO SCHEDULE THIS REVIEW.
4. ANY MODIFICATIONS TO APPROVED DRAWINGS REQUIRED FOR CODE COMPLIANCE OR CONTEMPLATED DURING CONSTRUCTION MUST BE APPROVED BY THE B.A.R. PRIOR TO UNDERTAKING THE CHANGES.
5. DEVIATIONS FROM PREVIOUSLY APPROVED SUBMISSIONS, IF DETERMINED BY THE B.A.R. STAFF DURING OR AFTER COMPLETION OF CONSTRUCTION TO BE A DOWNGRADE OF THE QUALITY OF THE PROJECT AND INCONSISTENT WITH PREVIOUS APPROVALS, ARE NOT APPROVED WHETHER OR NOT NOTED BY STAFF DURING ITS REVIEW OF THESE DRAWINGS.
6. SUBMIT SIGNAGE PACKAGE SEPARATELY.

SITE:

1. AS CONDITIONED BY THE BOARD AT FINAL APPROVAL, A STRONGER DESIGN APPROACH IS NEEDED FOR THE PLAZA FACING TOBACCO STREET. SPECIFICALLY, A FEATURE NEEDS TO BE ADDED TO THE SOUTHWEST END OF THE PLAZA CREATING A TERMINUS TO THE DIAGONAL PATH LEADING THROUGH THE PARK. THIS IS SOMETHING THAT WILL NOT REQUIRE FULL DRC APPROVAL.

2. ALTHOUGH STILL SHOWN ON THE WALL AND BUILDING ELEVATIONS, BUT NOT THE ELECTRICAL PLANS, IT IS UNDERSTOOD THE LIGHT FIXTURES ON THE TOPS OF THE SCREEN WALL PIERS WILL NOT BE INSTALLED.

WINDOWS/DOORS:

1. UPDATES TO WINDOW DETAILS MAY BE REQUIRED PENDING FINAL REVIEW OF ON-SITE SAMPLE PANEL. WINDOWS ARE TO BE SET AS DEEP INTO THE WALL AS POSSIBLE.

ROOF:

1. THE DETAILING OF THE COPPER STANDING SEAM METAL ROOF IS SUBJECT TO THE FINAL REVIEW OF THE ON-SITE SAMPLE PANEL.

EQUIPMENT:

1. REQUIREMENT FOR ADDITIONAL SCREENING OF MECHANICAL EQUIPMENT, IF REQUIRED, TO BE DETERMINED DURING CONSTRUCTION.